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NEW CASTLE COUNTY  
OFFICE OF THE  
COUNTY EXECUTIVE

COUNCIL January 12, 1970

MEMORANDUM

TO: William J. Conner  
County Executive

FROM: Joseph F. Toner  
Councilman

RE: Landfill Operation

For the past three or four weeks I have been receiving complaints from residents in the Red Lion area concerning the condition of our so-called sanitary landfill. I have visited the landfill site at least twice a week for the last four weeks, and I find the complaints of the residents justified.

I have re-read the lease agreement between the operator of the landfill and the County and have come up with the following findings:

1. Section 9 (6) Cover Material

"A compacted layer at least six inches in depth of a suitable cover material, similar to that now available on the site, shall be placed on each compacted cell and also on all refuse by the end of each working day."

I know for a fact that this is not being done. As stated before, I have visited the land fill many times on Saturday afternoon and Sunday morning and have found the landfill to be in a deplorable condition. I have found trash exposed, rodents present, and more sea gulls than I could count. The latest visit was on Saturday, January 10 at 4:50 p.m. and on Sunday, January 11 at 1 P.M.

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2. Section 10 Bad Weather Operations

"The owner shall provide an area with access roads and drainage suitable for use under all weather conditions. The operation of this area shall conform to all provisions contained in these specifications and as shown on the plans."

Bill, this is a laugh. I have been there again observing the bad weather operation, and as far as I am concerned, the operator is making very little, if any, attempt to provide access roads during bad weather periods.

3. Section 11 (a) Fencing

"Owner shall provide and maintain interior fencing adequate for the proper operation of the area where dumping is occurring and to prevent any deposited material from blowing from the area. In the event that any material should escape, the owner shall immediately recover said material and return it to the site."

The only fencing that has been provided has been provided by us. I feel the owner has taken advantage of us. He has consistently refused to abide by this Section concerning deposited materials blowing from the site to both Routes 71 and 13. I feel that this blowing material constitutes a safety problem to any and all vehicles traveling either of these roads. The contractor has consistently refused to supply men to clean up this mess he causes. It has always been County employees paid with taxpayers money who have done this job.

4. Section 18 (c) Special Requirements

"Owners agree, at no cost to them, to the operation of a research and testing program in cooperation with the Delaware Water and Air Resources Commission and possible with the University of Delaware. This program will require installation of water level recorders and test wells and the recording of data and collection of samples on locations within the site as required by the approval of the Delaware Water and Air Resources Commission on November 25, 1968."

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I would like to know what has happened to the water level recorders and test wells that were installed at County expense. We are still paying the University of Delaware \$1000. a month to conduct these tests. I have been unable to locate these water level recorders and test wells, and it is my understanding that they have been knocked down by the contractors and have not been replaced by him. How are we conducting these tests now?

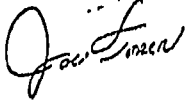
5. Section 23. Operating Hours

"The Sanitary Landfill shall be open for dumping at 8 a.m. Monday through Saturday. It shall be closed for dumping at 6:00 p.m., Monday through Saturday."

It was my understanding that when the landfill was closed on Saturday at 2 p.m. to the collectors that the time between 2 pm. and 6 p.m. was going to be used by the contractor to completely clean up the area and to cover the garbage. This is not the case. The contractor is leaving at 2 p.m. and the landfill is left in a deplorable condition for the weekend.

Bill, I believe that the five items mentioned constitute a definite breach of contract. I feel that as County Executive and the administrator of County policy, you are charged with the responsibility of seeing that Mr. Ward operates this landfill under the agreement agreed to and signed by him, so that we do not continue to have discontent with the residents of the area in which the landfill is located.

I look forward to a speedy reply from you.



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cc: Department of Public Works  
All Councilmen  
Mr. William C. Ward

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